



MEDIA ADVISORY

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FERGUSON CITY COUNCIL MEMBERS VOTE TO CONDITIONALLY APPROVE AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE

FERGUSON, Mo - In a 6-0 vote, Ferguson City Council members voted in favor of a Bill that authorized an agreement, subject to certain conditions, between the City and the Department of Justice. Upon its passage, the Bill becomes an Ordinance and City officials are authorized to execute an amended settlement agreement with the Department of Justice.

Those seven conditions on acceptance are that (i) the agreement contain no mandate for the payment of additional salary to police department or other city employees; (ii) the agreement contain no mandate for staffing in the Ferguson Jail; (iii) deadlines set forth in the agreement are extended; and (iv) the terms of the agreement shall not apply to other governmental entities or agencies who, in the future, take over services or operations currently being provided by the City of Ferguson; (v) a provision for local preference in contracting with consultants, contractors and third parties providing services under the agreement shall be included; (vi) project goals for minority and women participation in consulting, oversight and third party services shall be included; and (vii) the monitoring fee caps in the Side Agreement are changed to \$1 million over the first five years with no more than \$250,000 in any single year.

The Department of Justice must accept the seven amendments in order for the settlement agreement to be valid. If the Department of Justice accepts the seven amendments, it is expected that the amended settlement agreement will be filed with the federal court in St. Louis for approval by the Federal Judge.

Following months of negotiation with representatives of the Department of Justice, the City of Ferguson received the proposed agreement from the Department on January 26. The City held three community meetings on Feb. 2, 6, and 9, seeking public input from the citizens of Ferguson concerning the agreement.

During the time period for public review and comment, concerns about cost and the comprehensive and far-reaching scale of the agreement were voiced. The conditions of approval address those concerns to some extent.

The historic vote avoids the time and cost of litigation and allows the City to continue its focus to ensure constitutional policing and court practices, and provides these benefits to the citizens of Ferguson.

The agreement is outlined in twenty initiatives and states that the provisions of this agreement are meant to ensure protection of the constitutional and other legal rights of all members of the community, improve Ferguson's ability to effectively prevent crime, enhance both officer and public safety, and increase public confidence in the Ferguson Police Department (FPD).

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City of Ferguson – add one

“During the past seven-months, we have worked very hard to ensure that our negotiations were feasible and realistic for the citizens of Ferguson,” said Ferguson Mayor James Knowles III. “Although we did not get everything we wanted in the agreement, we certainly made sure that what was agreed upon, can be implemented in a timely and sufficient manner.”

A negotiating team including City Council members Wesley Bell, Mark Byrne and Mayor James Knowles III, negotiated with the Department of Justice on behalf of the City.

Both the Department of Justice and Ferguson officials agree to implement the following initiatives within time frames set forth in the agreement.

The terms and conditions include the following:

COMMUNITY ENGAGEMENT:

The City will begin to host and participate in a series of small-group structured dialogues, arranged and led by a qualified neutral facilitator, between police officers and community members and groups, with an emphasis on community members and groups who previously have not had strong or positive relationships with FPD or the City.

REFORM OF THE FERGUSON MUNICIPAL CODE:

To ensure constitutional enforcement of the Ferguson Municipal Code (“Code”) and further promote community-oriented policing, the City agrees to revise the Code and ensure that it comports with the United States Constitution and other laws; establishes clearly defined municipal offenses and appropriate penalties for violations; and adequately protects the public health, safety, and welfare.

POLICIES AND TRAINING:

To ensure that officers have the knowledge, skills, and direction necessary to police constitutionally, effectively, and in a manner that promotes both officer and public safety, the City agrees to continue to enhance its policies and increase the quality and scope of training provided to FPD officers and other FPD employees.

BIAS-FREE POLICE AND COURT PRACTICES:

This Agreement, in its entirety, will be implemented in a manner that ensures equal protection of the law for all individuals, regardless of race, color, ethnicity, national origin, religion, gender, sexual orientation, disability, or other protected characteristics.

VOLUNTARY CONTACTS, STOPS, SEARCHES, CITATIONS, AND ARRESTS:

The City agrees to ensure that all FPD voluntary encounters, investigatory stops and detentions, searches, citations, and arrests are conducted in accordance with the rights, privileges, and immunities secured or protected by the Constitution and the laws of the United States.

FIRST AMENDMENT PROTECTED ACTIVITY:

The parties acknowledge that First Amendment protected activities serve important societal functions, including promoting transparency in government affairs, ensuring accountability of public officials, and

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encouraging community feedback—whether critical or laudatory—that ultimately reduce tension and foster a sense of openness and trust between law enforcement and the public.

FORCE:

The agreement outlines several procedures that dictate when force may be used and for required reporting, oversight and investigation.

CRISIS INTERVENTION:

The Police Department will implement a Crisis Intervention Team (CIT) first-responder model of police-based crisis intervention with community, health care, and advocacy partnerships to: (a) assist individuals who are in mental health crisis or who are in crisis related to the influence of alcohol or drugs (“individuals in crisis”); (b) reduce the need to use significant force against individuals in crisis and improve the safety of patrol officers, individuals in crisis and their families, and others within the community; (c) provide the foundation necessary to promote community solutions to assist individuals with mental illness; and (d) reduce the need for individuals with mental illness to have further involvement with the criminal justice system.

SCHOOL RESOURCE OFFICER PROGRAM:

Additional policies and procedures are incorporated into the Department’s School Resource Officer Program.

BODY-WORN AND IN-CAR CAMERAS:

In an effort to bring continued transparency regarding police activities; improve the effectiveness and reliability of use-of-force and misconduct investigations; enhance supervision of FPD stops, searches, and arrests; and provide material for officer training, the City will equip FPD officers with body-worn and in-car cameras, and will ensure that such devices are used consistent with law and policy.

SUPERVISION:

Additional requirements apply to supervisors within the police department to ensure that the terms of the agreement are carried out.

OFFICER ASSISTANCE AND SUPPORT:

The City will provide certain services and assistance to police officers to ensure the officers’ physical and mental well-being.

RECRUITMENT:

The City will conduct a broader outreach in attempts to recruit a highly-qualified diverse workforce and will offer one scholarship per year for a candidate to attend the St. Louis County Police Academy.

PERFORMANCE EVALUATIONS AND PROMOTIONS:

The City agrees to ensure its policies for performance evaluations and promotions support and recognize officers who police effectively, lawfully, and ethically.

SUPPLEMENTAL RECRUIT AND IN-SERVICE TRAINING:

To ensure that officers have the knowledge and skills to police constitutionally and carry out the requirements of this Agreement, the City agrees to provide and require training which

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far exceeds the State’s training requirements.

MUNICIPAL COURT REFORM:

The City will adopt, as part of its Municipal Code, procedures applicable to the jail and the Municipal Court and will make certain recommendations to the Municipal Judge.

ACCOUNTABILITY:

The City agrees to certain principles of accountability and agrees to a more-detailed complaint process.

CIVILIAN OVERSIGHT:

To promote transparent and community-centered law enforcement, the City agrees to continue and expand its commitment to establishing meaningful civilian oversight of the police department, primarily through a Civilian Review Board.

DATA COLLECTION, REPORTING, AND TRANSPARENCY:

The City agrees to ensure the collection and tracking of all police and municipal court data that is: (a) necessary to enable the City’s ongoing assessment and improvement of its law enforcement practices, as discussed throughout the Agreement; (b) necessary to enable the Monitor to conduct the outcome assessments; and (c) otherwise required by the Agreement, policy, and applicable law.

MONITORING, COMPLIANCE ASSESSMENT, AND ENFORCEMENT:

The Parties will jointly select an Independent Monitor (“Monitor”), which will be a team of individuals highly qualified in policing, civil rights, monitoring, and related areas, to assess and report on whether the requirements of the Agreement have been implemented, and whether this implementation is resulting in constitutional and otherwise lawful policing and administration of justice, and increased community trust between the public and the Ferguson Police Department and Court. The Monitor will work with the Parties to identify and address any barriers to compliance.

The projected cost of the consent decree is outlined in the table shown below. To view the entire consent decree, log on to the city of Ferguson’s website at www.fergusoncity.com.

NO.	Requirement Description	YEAR 1		YEAR 2		YEAR 3 AND BEYOND	
		LOW	HIGH	LOW	HIGH	LOW	HIGH
1	Additional Personnel Required	\$ 515,000	\$ 515,000	\$ 530,500	\$ 530,500	\$ 546,400	\$ 546,400
2	Salary increases	842,600	1,908,800	867,900	1,966,100	894,000	2,025,200
3	Training						
3.A	- Personnel	75,500	127,300	77,800	131,100	35,617	60,000
3.B	- Instructors	125,000	125,000	125,000	125,000	56,000	56,000
3.C	- Other Training	38,000	76,000	39,200	78,200	40,400	80,400
4	Out-of-Pocket Costs	155,000	310,000	12,500	25,000	13,125	26,250
5	Other Year 1 Costs	249,000	373,500	-	-	-	-
6	Monitor	150,000	300,000	225,000	225,000	225,000	225,000
		\$2,150,100	\$3,735,600	\$1,877,900	\$3,080,900	\$1,810,542	\$3,019,250